UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re: BREITBURN ENERGY PARTNERS, LP	Case No.: 16-11390-smb
	Chapter 11
Debtor	(Jointly Administered)

DECLARATION OF BARRY HOLBERT IN SUPPORT OF RESPONSE TO DEBTOR'S OBJECTION TO PROOF OF CLAIM 1899

Barry Holbert makes this declaration ("Declaration") pursuant to 28 U.S.C. §1746:

1. I am the managing member of Bella Logistics LLC ("Bella"). I am familiar with the business operations of Bella, including the contracts with third parties for the sale and delivery of goods by Bella. I submit this Declaration in Support Bella's Response to Debtor's Objection to Proof of Claim 1899.

2. In preparing this Declaration, I reviewed Proof of Claim 1899 filed by Bella and all attachments thereto (the "Claim"). I also reviewed Bella's books and records with regard to transactions between Bella and Breitburn Operating L.P. (the "Debtor"). I am familiar with the information contained in the Claim and the books and records of Bella. All the facts set forth in this Declaration are based upon my personal knowledge. If called to testify, I would competently testify to the facts set forth herein.

3. On or about July 24, 2013 Bella entered into a Master Work Agreement with Debtor. At that time it was contemplated that Bella would provide goods and services to Debtor pursuant to work orders to be issued by Debtor. In August 2013, Debtor requested that Bella provide goods and services. However, Debtor did not issue a written work order. I inquired about a written work order and was told by the Debtor's representative the "Breitburn doesn't issue work orders".

Relying on this information Bella began providing goods and services to Debtor in August 2013. It became a course of dealing for Bella to provide goods and services to the Debtor without a written work order.

4. Between August 2013 and January 2015, Bella provided goods and services on approximately 321 separate occasions. On each and every occasion, a written work order was not issued by Debtor. Notwithstanding the lack of a written work order, Debtor paid Bella's invoice on each and every occasion. Between August 2013 and January 2015, Debtor paid Bella approximately $14,172,184 for goods and services. All without a formal written work order.

5. With regard to the outstanding balance owed to Bella by Debtor, Bella was instructed by Debtor's representative, Michael Sibble, to provide frac sand at a certain well so work could commence by October 15, 2015. Based upon the course of dealing between Bella and the Debtor, Bella complied with the Debtor's request and had the goods purchased and transported. Bella has not been compensated for these goods and services or the expenses incurred associated with the provision of those goods and services and is currently owed $3,304,350.24 as stated in the Claim.

I declare under penalty of perjury that, to the best of my personal knowledge and after reasonable inquiry, the forgoing is true and correct.

Dated: June 1, 2017

/s/ Barry Holbert
Barry Holbert
Managing Member,
Bella Logistics LLC